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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 KIM SEYBERT, INC.,

13 Plaintiff,

14 v.
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16 LE CROCHET BY SARO, INC., et al,

17 Defendants.
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CASE NO.: 2:23-cv-07393-HDV-KS
Hon. Karen L. Stevenson Presiding

**STIPULATED PROTECTIVE
ORDER**

1 1. A. PURPOSES OF LIMITATIONS

2 Discovery in this action is likely to involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
5 parties hereby stipulate and petition the Court to enter the following Stipulated Protective
6 Order. The parties acknowledge that this Order does not confer blanket protections on all
7 disclosures or responses to discovery and that the protection it affords from public
8 disclosure and use extends only to the limited information or items that are entitled to
9 confidential treatment under the applicable legal principles. The parties further
10 acknowledge, as set forth in Section 12.3 below, that this Stipulated Protective Order
11 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
12 sets forth the procedures that must be followed and the standards that will be applied
13 when a party seeks permission from the court to file material under seal.

14 B. GOOD CAUSE STATEMENT

15 This action will involve trade secrets, customer and pricing lists, advertising
16 expenditures, internal company design files and communications, and other valuable
17 research, development, commercial, financial, technical and/or proprietary information
18 for which special protection from public disclosure and from use for any purpose other
19 than prosecution of this action is warranted. Such confidential and proprietary materials
20 and information consist of, among other things, confidential business and financial
21 information; information regarding confidential business practices, including but not
22 limited to internal design processes, sourcing for designs, and manufacturer information,
23 and other confidential research, development, and commercial information (including
24 information implicating privacy rights of third parties, such as manufacturers of the
25 products at issue), information otherwise generally unavailable to the public, or which
26 may be privileged or otherwise protected from disclosure under state or federal statutes,
27 court rules, case decisions, or common law. Accordingly, to expedite the flow of
28 information, to facilitate the prompt resolution of disputes over confidentiality of

discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit, Case No. 2:23-cv-07393-HDV-KS

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in

1 disclosures or responses to discovery in this matter.

2 2.8 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
4 expert witness or as a consultant in this Action.

5 2.9 House Counsel: attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other outside counsel.

7 2.10 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
10 this Action but are retained to represent or advise a party to this Action and have appeared
11 in this Action on behalf of that party or are affiliated with a law firm which has appeared
12 on behalf of that party, and includes support staff.

13 2.12 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.14 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
21 their employees and subcontractors.

22 2.15 Protected Material: any Disclosure or Discovery Material that is designated
23 as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

24 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected
28 Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any testimony, conversations, or presentations by Parties or their
3 Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the trial
5 judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
9 in writing or a court order otherwise directs. Final Disposition shall be deemed the later
10 of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
11 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
12 remands, trials, or reviews of this Action, including the time limits for filing any motions
13 or applications for extension of time pursuant to applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under this
17 Order must take care to limit any such designation to specific material that qualifies under
18 the appropriate standards. The Designating Party must designate for protection only those
19 parts of material, documents, items, or oral or written communications that qualify so
20 that other portions of the material, documents, items, or communications for which
21 protection is not warranted are not swept unjustifiably within the ambit of this Order.

22 Mass, indiscriminate, or routinized designations are prohibited. Designations that
23 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
24 to unnecessarily encumber the case development process or to impose unnecessary
25 expenses and burdens on other parties) may expose the Designating Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
3 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
4 must be clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic
7 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
8 that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” or
9 “CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIAL”
10 legend or “CONFIDENTIAL -- ATTORNEYS’ EYES ONLY legend”), to each page
11 that contains protected material. If only a portion or portions of the material on a page
12 qualifies for protection, the Producing Party also must clearly identify the protected
13 portion(s) (e.g., by making appropriate markings in the margins).

14 A Party or Non-Party that makes original documents available for inspection need
15 not designate them for protection until after the inspecting Party has indicated which
16 documents it would like copied and produced. During the inspection and before the
17 designation, all of the material made available for inspection shall be deemed
18 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has
19 identified the documents it wants copied and produced, the Producing Party must
20 determine which documents, or portions thereof, qualify for protection under this Order.
21 Then, before producing the specified documents, the Producing Party must affix the
22 “CONFIDENTIAL legend” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY
23 legend” to each page that contains Protected Material. If only a portion or portions of the
24 material on a page qualifies for protection, the Producing Party also must clearly identify
25 the protected portion(s) (e.g., by making appropriate markings in the margins).

26 (b) Deposition transcripts and portions thereof taken in this action may
27 be designated as “CONFIDENTIAL,” or “CONFIDENTIAL – ATTORNEYS’ EYES
28 ONLY” during the deposition or after, in which case the portion of the transcript

1 containing Protected Material shall be identified in the transcript by the Court Reporter
2 as “CONFIDENTIAL,” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The
3 designated testimony shall be bound in a separate volume and marked by the reporter
4 accordingly.

5 Where testimony is designated during the deposition, the Designating Party shall
6 have the right to exclude, at those portions of the deposition, all persons not authorized
7 by the terms of this Protective Order to receive such Protected Material. Within seven (7)
8 days after a deposition transcript is certified by the court reporter, any party may
9 designate pages of the transcript and/or its exhibits as Protected Material. During such
10 seven (7) day period, the transcript in its entirety shall be treated as “CONFIDENTIAL”
11 (except for those portions identified earlier as “CONFIDENTIAL – ATTORNEYS’
12 EYES ONLY” which shall be treated accordingly from the date of designation). If any
13 party so designates such material, the parties shall provide written notice of such
14 designation to all parties within the seven (7) day period. Protected Material within the
15 deposition transcript or the exhibits thereto may be identified in writing by page and line,
16 or by underlining and marking such portions “CONFIDENTIAL,” “CONFIDENTIAL –
17 ATTORNEYS’ EYES ONLY” and providing such marked-up portions to all counsel.

18 (c) for information produced in some form other than documentary and
19 for any other tangible items, that the Producing Party affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the legend
21 “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” If only a
22 portion or portions of the information warrants protection, the Producing Party, to the
23 extent practicable, shall identify the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
25 to designate qualified information or items does not, standing alone, waive the
26 Designating Party’s right to secure protection under this Order for such material. Upon
27 timely correction of a designation, the Receiving Party must make reasonable efforts to
28 assure that the material is treated in accordance with the provisions of this Order.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
3 of confidentiality at any time that is consistent with the Court's Scheduling Order.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
5 process under Local Rule 37.1 et seq.

6 6.3 The burden of persuasion in any such challenge proceeding shall be on the
7 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
8 to harass or impose unnecessary expenses and burdens on other parties) may expose the
9 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
10 the confidentiality designation, all parties shall continue to afford the material in question
11 the level of protection to which it is entitled under the Producing Party's designation until
12 the Court rules on the challenge.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this Action
16 only for prosecuting, defending, or attempting to settle this Action. Such Protected
17 Material may be disclosed only to the categories of persons and under the conditions
18 described in this Order. When the Action has been terminated, a Receiving Party must
19 comply with the provisions of section 13 below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner that ensures that access is limited to the persons
22 authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
24 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
25 may disclose any information or item designated "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this Action, as
27 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
28 to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as

1 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
2 to disclose the information for this Action;

3 (b) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (c) the court and its personnel;

7 (d) private court reporters and their staff to whom disclosure is
8 reasonably necessary for this Action and who have signed the “Acknowledgment and
9 Agreement to Be Bound” (Exhibit A);

10 (e) professional jury or trial consultants, mock jurors, and Professional
11 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
12 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (f) the author or recipient of a document containing the information or a
14 custodian or other person who otherwise possessed or knew the information; and

15 (g) any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 7.4 Nothing herein in any way restricts the ability of the Receiving Party to use
18 “CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material
19 produced to it in examining or cross-examining any employee or consultant of the
20 Designating Party.

21 7.5 The parties agree that the Parties may be provided by their Counsel a
22 summary document, or oral summary, setting forth the alleged infringers’ full identities,
23 revenues, and gross profits numbers, as well as the plaintiff’s sales, revenues and profits
24 and from the sale of product affixed with the allegedly infringed design(s) at issue in this
25 action, or other similar financial information, notwithstanding any Party’s designation of
26 documents showing such information as “CONFIDENTIAL”. The Parties further agree
27 that Plaintiff may name revealed alleged infringers as defendants in a lawsuit,
28 notwithstanding any Party’s designation of documents showing such information as

1 “CONFIDENTIAL.”

2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 3 IN OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation that
 5 compels disclosure of any information or items designated in this Action as
 6 “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” that Party
 7 must:

8 (a) promptly notify in writing the Designating Party. Such notification
 9 shall include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order
 11 to issue in the other litigation that some or all of the material covered by the subpoena or
 12 order is subject to this Protective Order. Such notification shall include a copy of this
 13 Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be
 15 pursued by the Designating Party whose Protected Material may be affected.

16 (d) If the Designating Party timely seeks a protective order, the Party
 17 served with the subpoena or court order shall not produce any information designated in
 18 this action as “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEYS’ EYES
 19 ONLY” before a determination by the court from which the subpoena or order issued,
 20 unless the Party has obtained the Designating Party’s permission. The Designating Party
 21 shall bear the burden and expense of seeking protection in that court of its confidential
 22 material and nothing in these provisions should be construed as authorizing or
 23 encouraging a Receiving Party in this Action to disobey a lawful directive from another
 24 court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a
 28 Non-Party in this Action and designated as “CONFIDENTIAL” or “CONFIDENTIAL -

1 - ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in
2 connection with this litigation is protected by the remedies and relief provided by this
3 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from
4 seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to
6 produce a Non-Party's confidential information in its possession, and the Party is subject
7 to an agreement with the Non-Party not to produce the Non-Party's confidential
8 information, then the Party shall:

9 (1) promptly notify in writing the Requesting Party and the Non-
10 Party that some or all of the information requested is subject to a confidentiality
11 agreement with a Non-Party;

12 (2) promptly provide the Non-Party with a copy of the Stipulated
13 Protective Order in this Action, the relevant discovery request(s), and a reasonably
14 specific description of the information requested; and

15 (3) make the information requested available for inspection by the
16 Non-Party, if requested.

17 (c) If the Non-Party fails to seek a protective order from this court within
18 14 days of receiving the notice and accompanying information, the Receiving Party may
19 produce the Non-Party's confidential information responsive to the discovery request. If
20 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
21 information in its possession or control that is subject to the confidentiality agreement
22 with the Non-Party before a determination by the court. Absent a court order to the
23 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
24 court of its Protected Material.

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
27 Protected Material to any person or in any circumstance not authorized under this
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing

1 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
2 all unauthorized copies of the Protected Material, (c) inform the person or persons to
3 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
4 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
5 that is attached hereto as Exhibit A.

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
7 PROTECTED MATERIAL

8 When a Producing Party gives notice to Receiving Parties that certain
9 inadvertently produced material is subject to a claim of privilege or other protection, the
10 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
11 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
12 established in an e-discovery order that provides for production without prior privilege
13 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
14 an agreement on the effect of disclosure of a communication or information covered by
15 the attorney-client privilege or work product protection, the parties may incorporate their
16 agreement in the stipulated protective order submitted to the court.

17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this
21 Protective Order, no Party waives any right it otherwise would have to object to
22 disclosing or producing any information or item on any ground not addressed in this
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
24 to use in evidence of any of the material covered by this Protective Order.

25 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
26 Material must comply with Local Civil Rule 79-5. Protected Material may only be filed
27 under seal pursuant to a court order authorizing the sealing of the specific Protected
28 Material at issue. If a Party’s request to file Protected Material under seal is denied by

1 the court, then the Receiving Party may file the information in the public record unless
2 otherwise instructed by the court.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60 days
5 of a written request by the Designating Party, each Receiving Party must return all
6 Protected Material to the Producing Party or destroy such material. As used in this
7 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
8 summaries, and any other format reproducing or capturing any of the Protected Material.
9 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
10 a written certification to the Producing Party (and, if not the same person or entity, to the
11 Designating Party) by the 60 day deadline that (1) identifies (by category, where
12 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
13 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
14 any other format reproducing or capturing any of the Protected Material. Notwithstanding
15 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
16 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
17 deposition and trial exhibits, expert reports, attorney work product, and consultant and
18 expert work product, even if such materials contain Protected Material. Any such archival
19 copies that contain or constitute Protected Material remain subject to this Protective
20 Order as set forth in Section 4 (DURATION).

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1 14. VIOLATION

2 Any violation of this Order may be punished by any and all appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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6
7 Dated: April 8, 2024

By: /s/ Stephen M. Doniger
Stephen M. Doniger, Esq.
Kelsey M. Schultz, Esq.
DONIGER /BURROUGHS
Attorneys for Plaintiff

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11 Dated: April 8, 2024

By: /s Peter Ko Chu
Jura C. Zibas, Esq.
Peter Ko Chu, Esq.
WILSON ELSEER MOSKOWITZ
EDELMAN & DICKER LLP
Attorneys for Defendant

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17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

18 DATED: April 8, 2024
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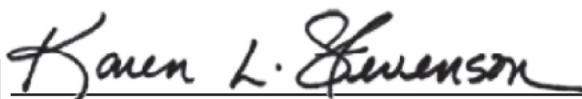
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21 HON. KAREN L. STEVENSON
22 CHIEF U.S. MAGISTRATE JUDGE
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EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [date] in the
case of *Kim Seybert, Inc v. Le Crochet By Saro, Inc. et al.*, 2:23-cv-07393-HDV-KS. I
agree to comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective Order to
any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____